

1 JEFFREY MILLER (State Bar No. 160602)
Email address: jeffrey.miller@arnoldporter.com
2 CARSON ANDERSON (State Bar No. 317308)
Email address: carson.anderson@arnoldporter.com
3 ARNOLD & PORTER KAYE SCHOLER LLP
3000 El Camino Real
4 Five Palo Alto Square, Suite 500
Palo Alto, California 94306
5 Telephone: (650) 319-4500
Facsimile: (650) 319-4700

6 JOSEPH FARRIS (State Bar No. 263405)
Email address: joseph.farris@arnoldporter.com
7 ARNOLD & PORTER KAYE SCHOLER LLP
Three Embarcadero Center, 10th Floor
8 San Francisco, California 94111
Telephone: (415) 471-3100
9 Facsimile: (415) 471-3400

10 *Attorneys for Plaintiff*
11 *David Scott Peasley*

XAVIER BECERRA
Attorney General of California
JAY M. GOLDMAN
Supervising Deputy Attorney General
MICHAEL J. QUINN
Deputy Attorney General
TRACE O. MAIORINO
Deputy Attorney General
State Bar No. 179749
455 Golden Gate Avenue, Suite
11000
San Francisco, CA 94102-7004
Telephone: (415) 510-3594
Fax: (415) 703-5843
E-mail: Trace.Maiorino@doj.ca.gov
*Attorneys for Defendants Bright, Ellis,
Orozco, Gibson, Spearman, Lopez, and
Ahmed*

12
13
14 IN THE UNITED STATES DISTRICT COURT
15 FOR THE NORTHERN DISTRICT OF CALIFORNIA
16 SAN JOSE DIVISION

18 **DAVID SCOTT PEASLEY,**

19 Plaintiff,

20 **v.**

21 **WARDEN M. SPEARMAN, et al.,**

22 Defendants.
23
24

C 15-1769 LHK

~~[PROPOSED]~~ **STIPULATED
PROTECTIVE ORDER**

Judge: The Honorable Lucy H. Koh
Trial Date: November 16, 2018
Action Filed: April 20, 2015

25 1. PURPOSES AND LIMITATIONS

26 Disclosure and discovery activity in this action is likely to involve production of
27 confidential or private information for which special protection from public disclosure and from
28

1 use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the
2 parties hereby stipulate to and petition the court to enter the following Stipulated Protective
3 Order. The parties acknowledge that this Order does not confer blanket protections on all
4 disclosures or responses to discovery and that the protection it affords from public disclosure and
5 use extends only to the limited information or items that are entitled to confidential treatment
6 under the applicable legal principles. The parties further acknowledge, as set forth in Section
7 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential
8 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and
9 the standards that will be applied when a party seeks permission from the court to file material
10 under seal.

11 2. DEFINITIONS

12 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
13 information or items under this Order.

14 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is
15 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule
16 of Civil Procedure 26(c).

17 2.3 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items:
18 information (regardless of how it is generated, stored, or maintained) or tangible things that a
19 Party has designated in good faith to be confidential and for attorneys’ eyes only. The criteria for
20 such designation shall be whether the Party has a good-faith belief that the information is entitled
21 to protection from disclosure to non-attorneys, because such information threatens the safety of
22 individuals or inmates, or threatens the safety and security of a prison. “Attorneys” shall be
23 limited to the counsel of record in this case, their support staff, and Expert(s).

24 2.4 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well
25 as their support staff).

26 2.5 Designating Party: a Party or Non-Party that designates information or items that it
27 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or
28 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

1 2.6 Disclosure or Discovery Material: all items or information, regardless of the medium
2 or manner in which it is generated, stored, or maintained (including, among other things,
3 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
4 responses to discovery in this matter.

5 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to
6 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
7 consultant in this action.

8 2.8 House Counsel: attorneys who are employees of a party to this action. House
9 Counsel does not include Outside Counsel of Record or any other outside counsel.

10 2.9 Non-Party: any natural person, partnership, corporation, association, or other legal
11 entity not named as a Party to this action.

12 2.10 Outside Counsel of Record: attorneys who are not employees of a Party to this action
13 but are retained to represent or advise a Party to this action and have appeared in this action on
14 behalf of that Party or are affiliated with a law firm which has appeared on behalf of that Party.

15 2.11 Party: any party to this action, including all of its officers, directors, employees,
16 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

17 2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
18 Material in this action.

19 2.13 Professional Vendors: persons or entities that provide litigation support services
20 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and
21 organizing, storing, or retrieving data in any form or medium) and their employees and
22 subcontractors.

23 2.14 Protected Material: any Disclosure or Discovery Material that is designated as
24 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

25 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a
26 Producing Party.

27 ///

28 ///

1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only Protected Material
3 (as defined above), but also (1) any information copied or extracted from Protected Material; (2)
4 all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
5 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
6 However, the protections conferred by this Stipulation and Order do not cover the following
7 information: (a) any information that is in the public domain at the time of disclosure to a
8 Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as
9 a result of publication not involving a violation of this Order, including becoming part of the
10 public record through trial or otherwise; and (b) any information known to the Receiving Party
11 prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who
12 obtained the information lawfully and under no obligation of confidentiality to the Designating
13 Party. Any use of Protected Material at trial shall be governed by a separate agreement or order.

14 4. DURATION

15 Even after final disposition of this litigation, the confidentiality obligations imposed by this
16 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order
17 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims
18 and defenses in this action, with or without prejudice; and (2) final judgment herein after the
19 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
20 including the time limits for filing any motions or applications for extension of time pursuant to
21 applicable law.

22 5. DESIGNATING PROTECTED MATERIAL

23 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or
24 Non-Party that designates information or items for protection under this Order must take care to
25 limit any such designation to specific material that qualifies under the appropriate standards. The
26 Designating Party must designate for protection only those parts of material, documents, items, or
27 oral or written communications that qualify – so that other portions of the material, documents,
28

1 items, or communications for which protection is not warranted are not swept unjustifiably within
2 the ambit of this Order.

3 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown
4 to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily
5 encumber or retard the case development process or to impose unnecessary expenses and burdens
6 on other parties) expose the Designating Party to sanctions.

7 If it comes to a Designating Party's attention that information or items that it designated for
8 protection do not qualify for protection, that Designating Party must promptly notify all other
9 Parties that it is withdrawing the mistaken designation.

10 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
11 (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
12 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so
13 designated before the material is disclosed or produced.

14 Designation in conformity with this Order requires:

15 (a) for information in documentary form (e.g., paper or electronic documents, but
16 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing
17 Party affix the legend "CONFIDENTIAL" or "CONFIDENTIAL – ATTORNEYS' EYES
18 ONLY" to each page that contains protected material. If only a portion or portions of the material
19 on a page qualifies for protection, the Producing Party also must clearly identify the protected
20 portion(s) (*e.g.*, by making appropriate markings in the margins).

21 A Party or Non-Party that makes original documents or materials available for inspection
22 need not designate them for protection until after the inspecting Party has indicated which
23 material it would like copied and produced. During the inspection and before the designation, all
24 of the material made available for inspection shall be deemed "CONFIDENTIAL." After the
25 inspecting Party has identified the documents it wants copied and produced, the Producing Party
26 must determine which documents, or portions thereof, qualify for protection under this Order.
27 Then, before producing the specified documents, the Producing Party must affix the
28 "CONFIDENTIAL" or "CONFIDENTIAL – ATTORNEYS' EYES ONLY" legend to each page

1 that contains Protected Material. If only a portion or portions of the material on a page qualifies
2 for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by
3 making appropriate markings in the margins).

4 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the
5 Designating Party identify on the record, before the close of the deposition, hearing, or other
6 proceeding, all protected testimony.

7 (c) for information produced in some form other than documentary and for any other
8 tangible items, that the Producing Party affix in a prominent place on the exterior of the container
9 or containers in which the information or item is stored the legend “CONFIDENTIAL” or
10 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a portion or portions of the
11 information or item warrant protection, the Producing Party, to the extent practicable, shall
12 identify the protected portion(s).

13 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
14 designate qualified information or items does not, standing alone, waive the Designating Party’s
15 right to secure protection under this Order for such material. Upon timely correction of a
16 designation, the Receiving Party must make reasonable efforts to assure that the material is
17 treated in accordance with the provisions of this Order.

18 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

19 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
20 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality
21 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
22 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to
23 challenge a confidentiality designation by electing not to mount a challenge promptly after the
24 original designation is disclosed.

25 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process
26 by providing written notice of each designation it is challenging and describing the basis for each
27 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must
28 recite that the challenge to confidentiality is being made in accordance with this specific

1 paragraph of the Protective Order. The parties shall attempt to resolve each challenge in good
2 faith and must begin the process by conferring directly (in voice to voice dialogue; other forms of
3 communication are not sufficient) within 14 days of the date of service of notice. In conferring,
4 the Challenging Party must explain the basis for its belief that the confidentiality designation was
5 not proper and must give the Designating Party an opportunity to review the designated material,
6 to reconsider the circumstances, and, if no change in designation is offered, to explain the basis
7 for the chosen designation. A Challenging Party may proceed to the next stage of the challenge
8 process only if it has engaged in this meet and confer process first or establishes that the
9 Designating Party is unwilling to participate in the meet and confer process in a timely manner.

10 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
11 intervention, the Designating Party shall file and serve a motion to retain confidentiality under
12 Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 21 days
13 of the initial notice of challenge or within 14 days of the parties agreeing that the meet and confer
14 process will not resolve their dispute, whichever is earlier. Each such motion must be
15 accompanied by a competent declaration affirming that the movant has complied with the meet
16 and confer requirements imposed in the preceding paragraph. Failure by the Designating Party to
17 make such a motion including the required declaration within 21 days (or 14 days, if applicable)
18 shall automatically waive the confidentiality designation for each challenged designation. In
19 addition, the Challenging Party may file a motion challenging a confidentiality designation at any
20 time if there is good cause for doing so, including a challenge to the designation of a deposition
21 transcript or any portions thereof. Any motion brought pursuant to this provision must be
22 accompanied by a competent declaration affirming that the movant has complied with the meet
23 and confer requirements imposed by the preceding paragraph.

24 The burden of persuasion in any such challenge proceeding shall be on the Designating
25 Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose
26 unnecessary expenses and burdens on other parties) may expose the Challenging Party to
27 sanctions. Unless the Designating Party has waived the confidentiality designation by failing to
28 file a motion to retain confidentiality as described above, all parties shall continue to afford the

1 material in question the level of protection to which it is entitled under the Producing Party's
2 designation until the court rules on the challenge.

3 7. ACCESS TO AND USE OF PROTECTED MATERIAL

4 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
5 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
6 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to
7 the categories of persons and under the conditions described in this Order. When the litigation has
8 been terminated, a Receiving Party must comply with the provisions of Section 13 below (FINAL
9 DISPOSITION).

10 Protected Material must be stored and maintained by a Receiving Party at a location and in
11 a secure manner that ensures that access is limited to the persons authorized under this Order.

12 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by
13 the court or permitted in writing by the Designating Party, a Receiving Party may disclose any
14 information or item designated "CONFIDENTIAL" only to:

15 (a) the Receiving Party's Outside Counsel of Record in this action, as well as employees of
16 said Outside Counsel of Record and Experts to whom it is reasonably necessary to disclose the
17 information for this litigation and who have signed the "Acknowledgment and Agreement to Be
18 Bound" that is attached hereto as Exhibit A;

19 (b) the officers, directors, and employees (including House Counsel) of the Receiving
20 Party to whom disclosure is reasonably necessary for this litigation and who have signed the
21 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

22 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
23 reasonably necessary for this litigation and who have signed the "Acknowledgment and
24 Agreement to Be Bound" (Exhibit A);

25 (d) the court and its personnel;

26 (e) court reporters and their staff, professional jury or trial consultants, mock jurors, and
27 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have
28 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

1 (f) during their depositions, witnesses in the action to whom disclosure is reasonably
2 necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A),
3 unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed
4 deposition testimony or exhibits to depositions that reveal Protected Material must be separately
5 bound by the court reporter and may not be disclosed to anyone except as permitted under this
6 Stipulated Protective Order.

7 (g) the author or recipient of a document containing the information or a custodian or other
8 person who otherwise possessed or knew the information.

9 In disclosing information or items designated “CONFIDENTIAL” in the manner set forth
10 above, the Receiving Party must ensure that the Protected Material is not retained or available for
11 retention by Plaintiff David Scott Peasley, members of Plaintiff’s family, friends or associates of
12 Plaintiff, or to any other inmate, parolee, or person previously in the custody of CDCR or any of
13 their relatives, friends, associates, or the public.

14 7.3 Disclosure of “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or
15 items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party,
16 Counsel for the Receiving Party may not disclose any information or item designated
17 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to Plaintiff David Scott Peasley, members
18 of Plaintiff’s family, friends or associates of Plaintiff, or to any other inmate, parolee, or person
19 previously in the custody of CDCR or any of their relatives, friends, associates, or the public.
20 Unless otherwise ordered by the Court or permitted in writing by the Designating Party, only
21 Counsel and Expert(s) for the Receiving Party may have access to and review any information or
22 item designated “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Staff employed by Counsel
23 and Expert(s) retained by the Receiving Party will not disclose any item or information
24 designated “CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” or make copies of any item or
25 information so designated, except as necessary for this litigation. Counsel is responsible for
26 ensuring that their staff and Expert(s) comply with this Order.

27 ///

28 ///

1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
2 OTHER LITIGATION

3 If a Party is served with a subpoena or a court order issued in other litigation that compels
4 disclosure of any information or items designated in this action as “CONFIDENTIAL” or
5 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” that Party must:

6 (a) promptly notify in writing the Designating Party. Such notification shall include a copy
7 of the subpoena or court order;

8 (b) promptly notify in writing the party who caused the subpoena or order to issue in the
9 other litigation that some or all of the material covered by the subpoena or order is subject to this
10 Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

11 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
12 Designating Party whose Protected Material may be affected.

13 If the Designating Party timely seeks a protective order, the Party served with the subpoena
14 or court order shall not produce any information designated in this action as “CONFIDENTIAL”
15 or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination by the court from
16 which the subpoena or order issued, unless the Party has obtained the Designating Party’s
17 permission. The Designating Party shall bear the burden and expense of seeking protection in that
18 court of its confidential material – and nothing in these provisions should be construed as
19 authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from
20 another court.

21 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN
22 THIS LITIGATION

23 (a) The terms of this Order are applicable to information produced by a Non-Party in this
24 action and designated as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES
25 ONLY.” Such information produced by Non-Parties in connection with this litigation is protected
26 by the remedies and relief provided by this Order. Nothing in these provisions should be
27 construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party.

(c) If the Non-Party fails to object or seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

In the event that the Receiving Party believes that documents labeled "CONFIDENTIAL – ATTORNEYS' EYES ONLY" have been viewed or obtained by persons other than Counsel of Record and their support staff, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) identify the person or persons to whom

1 unauthorized disclosures were made, (c) inform the person or persons to whom unauthorized
2 disclosures were made of all the terms of this Order, and (d) use its best efforts to retrieve all
3 unauthorized copies of the Protected Material.

4 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
5 PROTECTED MATERIAL

6 When a Producing Party gives notice to Receiving Parties that certain inadvertently
7 produced material is subject to a claim of privilege or other protection, the obligations of the
8 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This
9 provision is not intended to modify whatever procedure may be established in an e-discovery
10 order that provides for production without prior privilege review. Pursuant to Federal Rule of
11 Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a
12 communication or information covered by the attorney-client privilege or work product
13 protection, the parties may incorporate their agreement in the stipulated protective order
14 submitted to the court.

15 12. MISCELLANEOUS

16 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek
17 its modification by the court in the future.

18 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order
19 no Party waives any right it otherwise would have to object to disclosing or producing any
20 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
21 Party waives any right to object on any ground to use in evidence of any of the material covered
22 by this Protective Order.

23 12.3 Filing Protected Material. Without written permission from the Designating Party or a
24 court order secured after appropriate notice to all interested persons, a Party may not file in the
25 public record in this action any Protected Material. A Party that seeks to file under seal any
26 Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed
27 under seal pursuant to a court order authorizing the sealing of the specific Protected Material at
28 issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request

1 establishing that the Protected Material at issue is privileged, protectable as a trade secret, or
2 otherwise entitled to protection under the law. If a Receiving Party's request to file Protected
3 Material under seal pursuant to Civil Local Rule 79-5(d) is denied by the court, then the
4 Receiving Party may file the information in the public record pursuant to Civil Local Rule 79-5(e)
5 unless otherwise instructed by the court.

6 13. FINAL DISPOSITION

7 Within 60 days after the final disposition of this action, as defined in paragraph 4, each
8 Receiving Party must return all Protected Material to the Producing Party or destroy such
9 material. As used in this subdivision, "all Protected Material" includes all copies, abstracts,
10 compilations, summaries, and any other format reproducing or capturing any of the Protected
11 Material. Whether the Protected Material is returned or destroyed, the Receiving Party must
12 submit a written certification to the Producing Party (and, if not the same person or entity, to the
13 Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all
14 the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has
15 not retained any copies, abstracts, compilations, summaries or any other format reproducing or
16 capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to
17 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,
18 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work
19 product, and consultant and expert work product, even if such materials contain Protected
20 Material. Any such archival copies that contain or constitute Protected Material remain subject to
21 this Protective Order as set forth in Section 4 (DURATION).

22 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

23 Dated: April 16, 2018

ARNOLD & PORTER KAYE SCHOLER
LLP

24
25
26 /s/ JOSEPH FARRIS
JEFFREY MILLER
JOSEPH FARRIS
CARSON ANDERSON
27 Attorneys for Plaintiff Peasley
28

1 Dated: April 16, 2018

XAVIER BECERRA
Attorney General of California
JAY M. GOLDMAN
Supervising Deputy Attorney General

4
5 /s/ **MICHAEL J. QUINN**
MICHAEL J. QUINN
Deputy Attorney General
TRACE O. MAIORINO
Deputy Attorney General
6
7 *Attorneys for Defendants Bright, Ellis,*
8 *Orozco, Gibson, Spearman, Lopez, and*
9 *Ahmed*

10 As required under Northern District Local Rule 5-1(i)(3), I attest under penalty of perjury
11 that concurrence in the filing of this document has been obtained by all signatories.

12
13 Dated: _____ /s/ **MICHAEL J. QUINN**
MICHAEL J. QUINN, Deputy Attorney General

14
15 PURSUANT TO STIPULATION, IT IS SO ORDERED.

16
17 Dated: April 26, 2018


HON. SUSAN VAN KEULEN
United States Magistrate Judge

1 **EXHIBIT A**

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of _____
4 [print or type full address], declare under penalty of perjury that I have read in its entirety and
5 understand the Stipulated Protective Order that was issued by the United States District Court for
6 the Northern District of California on _____ [date] in the case of *David Scott*
7 *Peasley v. Spearman, et al.*, Case No. 15-cv-01769 LHK (PR). I agree to comply with and to be
8 bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that
9 failure to so comply could expose me to sanctions and punishment in the nature of contempt. I
10 solemnly promise that I will not disclose in any manner any information or item that is subject to
11 this Stipulated Protective Order to any person or entity except in strict compliance with the
12 provisions of this Order.

13 I further agree to submit to the jurisdiction of the United States District Court for the
14 Northern District of California for the purpose of enforcing the terms of this Stipulated Protective
15 Order, even if such enforcement proceedings occur after termination of this action.

16 I hereby appoint _____ [print or type full name] of
17 _____ [print or type full address and telephone
18 number] as my California agent for service of process in connection with this action or any
19 proceedings related to enforcement of this Stipulated Protective Order.

20
21 Date: _____

22 City and State where sworn and signed: _____

23
24 Printed name: _____

25
26 Signature: _____

27 SF2016200077
28 41986007.doc

CERTIFICATE OF SERVICE

Case Name: Peasley v. Spearman, et al.

No. C 15-1769 LHK

I hereby certify that on April 18, 2018, I electronically filed the following documents with the Clerk of the Court by using the CM/ECF system:

[PROPOSED] STIPULATED PROTECTIVE ORDER

Participants in the case who are registered CM/ECF users will be served by the CM/ECF system.

I am employed in the Office of the Attorney General, which is the office of a member of the California State Bar at which member's direction this service is made. I am 18 years of age or older and not a party to this matter. I am familiar with the business practice at the Office of the Attorney General for collection and processing of correspondence for mailing with the United States Postal Service. In accordance with that practice, correspondence placed in the internal mail collection system at the Office of the Attorney General is deposited with the United States Postal Service with postage thereon fully prepaid that same day in the ordinary course of business.

I further certify that some of the participants in the case are not registered CM/ECF users. On April 18, 2018, I have caused to be mailed in the Office of the Attorney General's internal mail system, the foregoing document(s) by First-Class Mail, postage prepaid, or have dispatched it to a third party commercial carrier for delivery within three (3) calendar days to the following non-CM/ECF participants:

Joseph Farris, Lead Attorney

Arnold & Porter Kaye Scholer LLP - San Francisco
Three Embarcadero Center, 7th Floor
San Francisco, CA 94111-4024
Attorney for David Peasley

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and that this declaration was executed on April 18, 2018, at San Francisco, California.

R. Caoile

Declarant

/s/ R. Caoile

Signature